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**BEFORE THE BOARD OF PATENT APPEALS  
AND INTERFERENCES**

Application Number: 10/601,466  
Filing Date: June 23, 2003  
Appellant(s): WATKINS ET AL.

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James D. Stevens  
For Appellant

**EXAMINER'S ANSWER**

This is in response to the appeal brief filed May 3, 2010 appealing from the Office action mailed November 6, 2009.

**(1) Real Party in Interest**

The examiner has no comment on the statement, or lack of statement, identifying by name the real party in interest in the brief.

**(2) Related Appeals and Interferences**

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

**(3) Status of Claims**

The following is a list of claims that are rejected and pending in the application:  
Claims 1-20 are pending and stand rejected. These claims are currently being appealed.

**(4) Status of Amendments After Final**

The examiner has no comment on the appellant's statement of the status of amendments after final rejection contained in the brief.

**(5) Summary of Claimed Subject Matter**

The examiner has no comment on the summary of claimed subject matter contained in the brief.

**(6) Grounds of Rejection to be Reviewed on Appeal**

The examiner has no comment on the appellant's statement of the grounds of rejection to be reviewed on appeal. Every ground of rejection set forth in the Office action from which the appeal is taken (as modified by any advisory actions) is being maintained by the examiner except for the grounds of rejection (if any) listed under the

subheading "WITHDRAWN REJECTIONS." New grounds of rejection (if any) are provided under the subheading "NEW GROUNDS OF REJECTION."

### **(7) Claims Appendix**

The examiner has no comment on the copy of the appealed claims contained in the Appendix to the appellant's brief.

### **(8) Evidence Relied Upon**

6,611,194	Vieweg	8-2003
2002/0065037	Messina	5-2002
2002/0174360	Ikeda	11-2002

### **(9) Grounds of Rejection**

The following ground(s) of rejection are applicable to the appealed claims:

#### ***Claim Rejections - 35 USC § 112***

1. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.
2. Claim 18 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.
3. In claim 18, claim elements "means for associating" "means for maintaining" and "means for deactivating" are means (or step) plus function limitations that invoke 35 U.S.C. 112, sixth paragraph. However, the written description fails to clearly link or associate the disclosed structure, material, or acts to the claimed function such that one of ordinary skill in the art would recognize what structure, material, or acts perform the claimed function. In the applicant's specification there is no clear link to what means are

performing these various actions. Page 3, of the applicant's originally filed specification merely recite there is a means for performing these actions but no indication as to what this means is or what structure would be performing these actions.

Applicant is required to:

- (a) Amend the claim so that the claim limitation will no longer be a means (or step) plus function limitation under 35 U.S.C. 112, sixth paragraph; or
- (b) Amend the written description of the specification such that it clearly links or associates the corresponding structure, material, or acts to the claimed function without introducing any new matter (35 U.S.C. 132(a)); or
- (c) State on the record where the corresponding structure, material, or acts are set forth in the written description of the specification that perform the claimed function. For more information, see 37 CFR 1.75(d) and MPEP §§ 608.01(o) and 2181.

#### ***Claim Rejections - 35 USC § 103***

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

5. **Claims 1-19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Vieweg et al. (US 6,611,194) hereafter Vieweg, in view of Messina et al. (US 2002/0065037 A1) hereafter Messina.**

**As per claims 1, 10 and 18,** Vieweg discloses a method and inherently discloses computer readable media and a system for:

associating a vehicle telematics device with a vehicle telematics subscription service (Col. 3, lines 21 – 31; discloses that a service key is transmitted to the terminal to enable services such as traffic information, navigation etc. From this it can be seen that the telematics device in this case the terminal is associated with a subscription or it is entitled to receive services from a service center);

maintaining subscription service data at the vehicle telematics device (Col. 4, lines 5-6; discloses that the service key stored on the terminal is interpreted to be subscription service data stored on the telematic device); and

deactivating (which is described as the following steps 1) placing a communication from the vehicle telematics device and 2) surrendering at least one identification number previously assigned to the vehicle telematics device. Deactivating is not drawn to the disabling of the device, but rather to the two steps listed above) the vehicle telematics device at the vehicle at the expiration of the subscription service based on the subscription service data (Col. 1, lines 48-52; discloses that new keys have to be inserted when the subscription period ends, from this the Examiner asserts that the original keys that would be used to activate the device have been surrendered since new keys are necessary in order to activate and use the device. It is also determined that the deactivating is based on subscription service data since the original keys that were used are no longer usable in the system).

wherein the deactivating step comprises

placing a communication from the vehicle telematics device (Col. 1, lines 48 through col. 2, line 22; discloses that communications can be sent from the telematics device to the service center to make requests); and

surrendering at least one identification number previously assigned to the vehicle telematics device (Col. 1, lines 48-52; discloses that new keys have to be inserted when the subscription period ends, from this the Examiner asserts that the original keys that would be used to activate the device have been surrendered since new keys are necessary in order to activate and use the device);

Vieweg does disclose placing a communication from the vehicle telematics device, however doesn't explicitly disclose that it is in relation to deactivating.

Messina, which talks about a telematics application for implementation in conjunction with a satellite broadcast delivery system, discloses the interface or device being used to send a request for deactivation (Page 1, paragraph [0005]; teaches that the interface along with the information sources and ground station allow the customer to perform various tasks such as initiate and/or cancel their subscription).

Therefore, from this teaching of Messina, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the managing of vehicle telematics device subscription service cycle as taught by Vieweg, with an interface capable of sending a cancellation request as taught by Messina, for the purpose of allowing the customer to initiate the cancellation of their service from their vehicle. By allowing this feature the customer is provided with more options and a

greater sense of control over how they use and operate their device and subscription services.

**As per claims 2 and 11,** Vieweg discloses a method and inherently computer readable media for: configuring an enrollment event trigger parameter in the vehicle telematics device (Col. 1, lines 48-52; disclose the use of service keys that may expire in the device and render the device inoperable, and hence require replacement with a new service key, which discloses the configuring of an enrollment event trigger parameter in the vehicles telematics device).

**As per claim 3,** Vieweg discloses a method for: selecting and enrollment event trigger from expired months or specific date (Col.1, lines 31-33; disclose the use of service keys for service data that which is registered only for a period of time to expire in the terminal after some time has elapsed is interpreted to teach an enrollment event trigger selected from expired months and/or a specific date).

**As per claims 4 and 12,** Vieweg discloses a method and inherently computer readable media for: determining an enrollment event based on the enrollment event trigger parameter (Col. 1, lines 48-52; discloses the insertion of new service keys, which may be necessary, for example, when a subscription period has expired for a particular service is interpreted to teach determining an enrollment event based on the enrollment event trigger parameter);

initiating an inbound communication from the vehicle telematics device responsive to a determination of an enrollment event (Col. 3, lines 57-59; disclose a request being made by the service center 3 or 4 in response to the terminal 2 sending a

request is interpreted to teach the initiation of an inbound communication from the vehicle telematics device in response to a determination of an enrollment event);

receiving a configuration data communication (Col. 4, lines 31-36; discloses the service center transmitting the new service key to the terminal, and the use of the new service key by the terminal to decode encrypted service data is interpreted to teach the receiving of configuration data communication); and

configuring an activation event trigger parameter and a maintenance event trigger parameter based on the received configuration data (Col. 1, lines 31-33; discloses the desirability of allowing service keys registered only for a period of time and expire in the terminal after some time, or that it can be desirable for such service keys to be updated. The disclosure of service keys that require updating is interpreted to disclose a maintenance event trigger parameter).

Vieweg inherently discloses an activation event trigger parameter because once the service key is installed on the telematics device, the telematic device becomes activated since it is able to decode service data and is thereby operational from the viewpoint of a user.

**As per claims 5 and 13,** Vieweg discloses a method and inherently computer readable media for: configuration data communication to include telematic device subscription service data, telematics device service provider data, telematics device authentication data and maintenance event data (Col. 4, lines 5-8; disclose that transmission of service key 9 from a service center 3 or 4 into a terminal 2). The terminal requires a valid service key in order to make use of the service data, therefore

the service key is interpreted to include subscription service data, telematics service provider data, telematics device authentication data and as the service key may expire after some time and require updating or replacement, maintenance event data as well.

**As per claims 6 and 14,** Vieweg discloses a method and inherently computer readable media for: activating the telematics device for operation with the subscription service (Col. 4, lines 5-9; discloses the sequence for coded insertion of a service key 9 (for service data) from a service center 3 or 4 into a terminal 2 start with terminal 2 requesting (in step 11) a service key from a service center 3 or 4). As the terminal requires a valid service key in order to make use of the service data, the insertion of the service key into the device is interpreted to teach the activation of the vehicle telematics device for operation with the subscription service.

**As per claims 7 and 15,** Vieweg discloses a method and inherently computer readable media for: Determining an activation event based on the activation event trigger parameter (Col. 4, lines 5-9; discloses the sequence for coded insertion of a service key 9 (for service data) from a service center 3 or 4 into a terminal 2 state with terminal 2 requesting (in step 11) a service key from a service center 3 or 4). As the terminal requires a valid service key in order to make use of the service data, the insertion of the service key into the device is interpreted to teach the activation of the vehicle telematics device for operation with the subscription service and hence the determination of an activation event based on the trigger parameter is inherently disclosed.

initiating an inbound communication responsive to a determination of an activation event (Col. 4, lines 5-9; discloses that the sequence for coded insertion of a service key 9 (for service data) from a service center 3 or 4 into a terminal 2 starts with terminal 2 requesting (in step 11) a service key from a service center 3 or 4 (emphasis added)).

registering an authentication key (Col. 3, lines 53-57; discloses the terminal manufacturer 1 transmits 13 to the trust center 5 a terminal identity number 10 which enables the trust center 5 to assign the decoding key 7 to a terminal identity and hence to a terminal (emphasis added)).

**As per claims 8 and 16,** Vieweg discloses a method and inherently computer readable media for: determining a maintenance event based on the maintenance event trigger parameter (Col. 1, lines 49-51; discloses that new service keys may be necessary when a subscription period has expired for a particular service, thereby teaching determining a maintenance event (interpreted to be the necessity of new service keys) in response to a maintenance event trigger parameter (interpreted to be expiration of a subscription period for a particular service)).

initiating an inbound communication responsive to a determination of a maintenance event (Col. 4, lines 5-9; disclose the initiation of communication in response to an activation event when the terminal requests a new service key. Col. 1, lines 49-50; discloses that new service keys may be needed when a subscription period has expired). The disclosures of Vieweg are interpreted to teach the initiation of an inbound communication in response to the determination of a maintenance event.

receiving a maintenance data communication having an updated maintenance event trigger parameter (Col. 4, lines 31-38; discloses the transmittal of a new service key to terminal).

configuring an updated maintenance event trigger at the vehicle telematics device (Col. 1, lines 31-33; inherently disclose that as the service key may expire in the terminal after some time, and the terminal thereby requires an updated service key and an updated maintenance event trigger is therefore configured when the updated service key is transmitted to the device).

**As per claims 9 and 17**, Vieweg discloses a method and inherently computer readable media for: deactivating the vehicle telematics device by disassociating the vehicle telematics device from the vehicle telematics device subscription service (Col. 1, lines 49-51; discloses that new service keys may be necessary when a subscription period has expired for a particular service). Vieweg thereby inherently teaches that when a service key has expired or is no longer valid, the vehicle telematics device is thereby disassociated from the telematics service.

**As per claim 19**, Vieweg discloses a method wherein the identification number comprises an ID assigned to the telematics unit during a previous activation of the telematics unit (Col. 1, lines 17-41).

6. **Claim 20 is rejected under 35 U.S.C. 103(a) as being unpatentable over Vieweg et al. (US 6,611,194) hereafter Vieweg, in view of Messina et al. (US**

**2002/0065037 A1) hereafter Messina as applied to claim 1, further in view of Ikeda (US 2002/0174360 A1) hereafter Ikeda.**

As per claim 20, the combination of Vieweg and Messina teaches the above-enclosed invention, but fails to explicitly disclose wherein the identification number comprises a cellular telephone number.

Ikeda, which talks about a service providing system, teaches wherein the identification number comprises a cellular telephone number (Page 8, paragraph [0135]; discloses that by making the ID or identification number of the device a telephone number it makes it easy for the application server or service center to access the wireless communication apparatus of the device).

Therefore, from this teaching of Ikeda, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the managing of vehicle telematics device subscription service cycle as taught by the combination of Vieweg and Messina, with the use of a telephone number as the identification number as shown in Ikeda, for the purpose of making it easy for the application server or service center to get in communication with the telematics device as shown in Ikeda.

#### **(10) Response to Argument**

1. In response to the appellant's argument regarding the 112 second paragraph rejections of claim 18, the Examiner respectfully disagrees. Specifically claim 18, as noted by the appellant ,”the association process begins with the programming of an enrollment event trigger 251 in the MVCU 200 at the time of manufacture of the MVCU.

The enrollment trigger 251 provides a means of initiating an enrollment event" does not specify specific recite structure that is to act as the means for associating, maintaining or deactivating. The appellant goes on to state that one of ordinary skill would understand how to implement a trigger, such as a specific date, odometer reading, or a count of ignition cycles, given the identified hardware and accompanying description. In that sense, Appellants do not merely reference a general purpose computer, but rather point to specific known techniques, like triggers used with telematics units, to carry out the claimed function". The appellant has failed to disclose any specific structure that is acting to carry out these functions, rather they have cited that these are not structure but rather known techniques, proving that no structure has been recited. As stated in CAFC Finisar Corporation v. The DirectTV Group, Inc. "Simply reciting "software" without providing some detail about the means to accomplish the function is not enough - Without any corresponding structure, one of skill simply cannot perceive the bounds of the invention". Further "Because general purpose computers can be programmed to perform very different tasks in very different ways, simply disclosing a computer as the structure designated to perform a particular function does not limit the scope of the claim to 'the corresponding structure, material, or acts' that perform the function, as required by section 112 paragraph 6." Since the appellant has failed to show the specific structure which is acting as the means to perform these functions, the rejections have been maintained.

2. In response to the appellant's description of Messina, Messina is not directed to the lack of interaction, rather its purpose to create two-way communication from the

telematics interface device. The figures used by the appellant are marked as prior art and do not limit the disclosure of the Messina reference. Rather figure 2 shows the various components of the disclosed invention which include a backchannel. Page 2, paragraph [0021] show there is two-way communication from the telematics interface device.

3. In response to appellant's argument that the references fail to show certain features of applicant's invention, it is noted that the features upon which applicant relies (i.e., "deactivation of the device itself" ) are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). Deactivating, which is described as the following steps 1) placing a communication from the vehicle telematics device and 2) surrendering at least one identification number previously assigned to the vehicle telematics device. Deactivating is not drawn to the disabling of the device, but rather to the two steps listed above as set forth by the pending claims.

4. In response to the appellant's argument that, "expiration of a service due to expiration of the service key is not the same as deactivating a telematics device. Vieweg is preventing access to a service that may be implemented via a telematics device, but it nowhere teaches deactivation of the device itself. Expiration of a service key would amount to deactivating the telematics device only if that device was disabled from being used for any other telematics service, and even then might still not be an effective deactivation because, in cellular systems, for example, the telematics device

would still be active with the cellular system, and thus still using resources and having the disadvantages noted by Appellants at the end of page 2 of Appellants' application" the Examiner respectfully disagrees. As noted above the claims require, "deactivating the vehicle telematics device at the vehicle at the expiration of the subscription service based on the subscription service data, wherein the deactivating step comprises placing a communication from the vehicle telematics device and surrendering at least one identification number previously assigned to the vehicle telematics device," thus as stated above the act of deactivating the device comprises placing a communication from the vehicle telematics device (Col. 1, lines 48 through col. 2, line 22; discloses that communications can be sent from the telematics device to the service center to make requests); and surrendering at least one identification number previously assigned to the vehicle telematics device (Col. 1, lines 48-52; discloses that new keys have to be inserted when the subscription period ends, from this the Examiner asserts that the original keys that would be used to activate the device have been surrendered since new keys are necessary in order to activate and use the device). From this it is shown that Vieweg does in fact disclose the deactivating process as disclosed in the claims as currently written. Therefore the rejection has been maintained.

5. In response to the appellant's argument that, "one of ordinary skill in the art will not understand the phrase "deactivating [a] vehicle telematics device" to mean expiration of service subscription keys by a content service provider, or cancellation of such a service, as are disclosed in the cited references," the Examiner respectfully disagrees. As discussed above the claims require, "deactivating the vehicle telematics

device at the vehicle at the expiration of the subscription service based on the subscription service data, wherein the deactivating step comprises placing a communication from the vehicle telematics device and surrendering at least one identification number previously assigned to the vehicle telematics device," thus as stated above the act of deactivating the device comprises placing a communication from the vehicle telematics device (Col. 1, lines 48 through col. 2, line 22; discloses that communications can be sent from the telematics device to the service center to make requests); and surrendering at least one identification number previously assigned to the vehicle telematics device (Col. 1, lines 48-52; discloses that new keys have to be inserted when the subscription period ends, from this the Examiner asserts that the original keys that would be used to activate the device have been surrendered since new keys are necessary in order to activate and use the device). From this it is shown that the process of deactivating requires placing a communication and surrendering at least one identification number previously assigned to the device, nowhere does the claims require that turning the device itself off. One of ordinary skill in the art reading the claims would know that the process of deactivating as defined by the claims as currently written only require the steps as stated, which are shown in the references, therefore the rejections have been maintained.

6. In response to the appellant's argument that, "canceling a subscription does not equate to, nor necessarily involve, deactivating a telematics unit," the Examiner respectfully disagrees. The term deactivate is defined by <http://www.merriam-webster.com/dictionary/deactivate> as to make inactive or ineffective. The term cancel is

defined by <http://www.merriam-webster.com/dictionary/cancel> as to destroy the force, effectiveness, or validity of: ANNUL <cancel a magazine subscription> <a canceled check>, ANNUL is further defined by <http://www.merriam-webster.com/dictionary/annul> as to make ineffective or inoperative. From this it is shown that both cancel and deactivate are equivalent terms. The Examiner asserts that the reference reads over the claims as currently written and the rejection is therefore maintained.

7. In response to the appellant's argument that, "those skilled in the art would not equate "deactivating [a] vehicle telematics device" with canceling, a satellite radio subscription," the appellant goes on to argue that, "even if the terms "deactivate" and "cancel" were interpreted to have the same meaning, that still would not establish that the act of deactivating a telematics unit is the equivalent of cancelling a satellite radio subscription," the Examiner respectfully disagrees. As stated above the claim requires "deactivating the vehicle telematics device at the vehicle at the expiration of the subscription service based on the subscription service data, wherein the deactivating step comprises placing a communication from the vehicle telematics device and surrendering at least one identification number previously assigned to the vehicle telematics device," thus as stated above the act of deactivating the device comprises placing a communication from the vehicle telematics device (Col. 1, lines 48 through col. 2, line 22; discloses that communications can be sent from the telematics device to the service center to make requests); and surrendering at least one identification number previously assigned to the vehicle telematics device (Col. 1, lines 48-52; discloses that new keys have to be inserted when the subscription period ends, from

this the Examiner asserts that the original keys that would be used to activate the device have been surrendered since new keys are necessary in order to activate and use the device). From this it is shown that the process of deactivating requires placing a communication and surrendering at least one identification number previously assigned to the device, nowhere does the claims require that turning the device itself off. One of ordinary skill in the art reading the claims would know that the process of deactivating as defined by the claims as currently written only require the steps as stated, which are shown in the references. Given the plain meaning of the terms and the claims as written by the appellant the Examiner asserts that the references do read over the claims and therefore the rejections have been maintained.

8. In response to the appellant's argument that Examiner interpretation of the claim is incorrect, and that one of ordinary skill would know that "that use of the device by the customer for telematics communication has been disabled and that, as a part of doing so, a communication is placed from the vehicle telematics unit and at least one identification number previously assigned to the vehicle is surrendered," the Examiner respectfully disagrees. While the claims might be open and known limited to those steps alone, the claims do not positively recite that the device itself is turned off. As stated above the steps that are positively recited in the claims are met by the references, and therefore the processes are equivalent. Also as stated above, one of ordinary skill in the art reading the claims would know that the only positively recited limitations are "a communication is placed from the vehicle telematics unit and at least one identification number previously assigned to the vehicle is surrendered" and thus since the

references teach these limitations that read over the claims as currently written.

Therefore the rejections have been maintained.

9. In response to the appellant's argument that In response to the applicant's argument that, "View/Messina do not Disclose or Suggest Deactivating by Placing a Communication From the Vehicle Telematics Device," the Examiner respectfully disagrees. As stated by the applicant, "Vieweg teaches placing a communication," and Messina teaches that a communication can be used to cancel the subscription thus disable or deactivate the device. While Messina was not used to show the communication being sent from the telematics device, this feature is also shown in Messina as disclosed above Page 2, paragraph [0021] show there is two-way communication from the telematics interface device. Therefore when the references are combined they teaches the recited limitations, thus the rejection has been maintained.

10. In response to appellant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986).

11. In response to the appellant's argument that, "the Office Action fails to adequately explain how the interface taught by Messina would be combined with Vieweg to render obvious Appellant's step of deactivating the vehicles telematics device by placing a communication from a vehicle telematics device," the Examiner respectfully disagrees. As shown in the above rejection the Vieweg reference discloses all the

features except sending the request from the device itself, Messina teaches using the interface to allow customers to cancel their subscription (page 1 paragraph 5) further Messina teaches this is done through the use of a backchannel which allows the customers to gain access to the system in their vehicle (page 1 paragraph 8). The Examiner asserts that when combined the references teach the limitations of the claims as currently written, therefore the rejections have been maintained.

12. In response to the appellant's argument that, "Vieweg/Messina do not Disclose or Suggest Deactivating by Surrendering at least one Previously Assigned Identification Number," the Examiner respectfully disagrees. Vieweg does disclose this feature, specifically Col. 1, lines 48-52; discloses that new keys have to be inserted when the subscription period ends, from this the Examiner asserts that the original keys that would be used to activate the device have been surrendered since new keys are necessary in order to activate and use the device. From this the Examiner asserts that the reference read over the claims as currently written, and the rejection has therefore been maintained.

13. In response to the appellant's argument that "'surrendering' implies that the identification number is relinquished for re-use," the Examiner respectfully disagrees. The term "surrendering" means to give up which is shown in Vieweg, further the concept of re-using the information is not currently claimed and thus not required. The Examiner asserts that the references read over the claims as currently written and therefore the rejections are maintained.

14. In response to the appellant's argument that, "the service keys used by Vieweg are in no way an "identification number" (which Applicants have disclosed as including such things as a telephone number or telematics unit ID number). Vieweg's keys are disclosed as being used for purposes of encryption, nothing more," the Examiner respectfully disagrees. Since these keys are tied to a subscription the keys identify the subscription and when the subscription expires a new key would have to be acquired before the service can be enabled thus they identify the subscription and allow the service to be utilized, thus they are not simply used for encryption and nothing more. The Examiner asserts that the references read over the claims as currently written and therefore the rejections are maintained.

15. All rejections made towards the dependent claims are maintained due to the lack of a reply by the applicant in regards to distinctly and specifically pointing out the supposed errors in the Examiner's action in the prior Office Action (37 CFR 1.111). The Examiner asserts that the applicant only argues that the dependent claims should be allowable because the independent claims are unobvious and unpatentable over Vieweg, in view of Messina and where applicable in view of Ikeda.

#### **(11) Related Proceeding(s) Appendix**

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

Paul R. Fisher

/PAUL FISHER/

Examiner, Art Unit 3689

Conferees:

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